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<b>TRANSMITTAL FORM</b> (to be used for all correspondence after initial filing)	Application Number	09/774,863
	Application Date	01/31/2001
	First Named Inventor	Karl Olsen
	Group Art Unit	3628
	Examiner Name	NGUYEN, NGA B
Total Number of Pages in This Submission	4	Attorney Docket Number
		6674

ENCLOSURES (check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Response to Missing Parts/ Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney or Authorization of Agent <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): Revocation of Power of Attorney or Authorization of Agent Statement Under 37CFR 3.73(b)
Remarks		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT	
Firm or Individual name	Leslie S. Miller Reinhart Boerner Van Deuren s.c.
Signature	<i>Leslie S. Miller</i>
Date	11/19/2004

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I hereby certify that this correspondence is being transmitted to the United States Postal Service via facsimile to (703) 872-9306: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this date: November 19, 2004			
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Signature	<i>Linda Gabriel-Kasulke</i>	Date	11/19/04

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**REVOCATION OF POWER OF  
ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/774,863
Application Date	01/31/2001
First Named Inventor	Karl Olsen
Group Art Unit	3628
Examiner Name	NGUYEN, NGA B
Attorney Docket Number	6874

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number




OR

☐ Firm or  
Individual Name

Address

Address

City

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State

ZIP

Telephone

Fax

I am the:

☒ Applicant/Inventor.

☐ Assignee of record of the entire interest. See 37 CFR 3.71.

Certificate under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name

Norrie Daroga, Senior Vice President and Chief Risk Officer, Metavante Corporation

Signature

*N. F. Daroga*

Date

*November 16, 2004*

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 3 forms are submitted.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Records, Washington, DC 20231.

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**POWER OF ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/774,863
Application Date	01/31/2001
First Named Inventor	Karl Olsen
Group Art Unit	3628
Examiner Name	NGUYEN, NGA B
Attorney Docket Number	6674

I hereby appoint:

☒ Practitioners at Customer Number  
OR☐ Practitioner(s) named below:

Name	Registration Number

**22922**

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as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all businesses in the Patent and Trademark Office connected therewith.

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Fax

I am the:

☒ Applicant.☐ Assignee of record of the entire interest. See 37 CFR 3.71.

Certificate under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/06).

**SIGNATURE of Applicant or Assignee of Record**

Name	Norrie Daroga, Senior Vice President and Chief Risk Officer, Metavante Corporation
Signature	<i>N. T. Daroga</i>
Date	<i>November 16, 2004</i>

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 3 forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Washington, DC 20231. 1143733

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Metavante CorporationApplication No./Patent No.: 09/774,883Filed/Issue Date: 01/31/2001Entitled: Push model internet bill presentment and payment system and methodMetavante Corporationa Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
 The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached. OR
- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Karl R. Olsen To: Brokat Financial Systems, Inc.  
 A copy of the document requiring the inventor to assign is attached.

2. From: Brokat Financial Systems, Inc. To: Brokat Infosystems, Inc.  
 The document was recorded in the United States Patent and Trademark Office at Reel 013232, Frame 0072, or for which a copy thereof is attached.

3. From: Brokat Infosystems, Inc. To: Brokat Americas, Inc.  
 The document was recorded in the United States Patent and Trademark Office at Reel 013232, Frame 0065, or for which a copy thereof is attached.

4. From: Brokat Americas, Inc. To: Brokat Technologies, Inc.  
 The document was recorded in the United States Patent and Trademark Office at Reel 013230, Frame 0091, or for which a copy thereof is attached.

5. From: Brokat Technologies, Inc. To: Metavante Corporation  
 The document was recorded in the United States Patent and Trademark Office at Reel 012635, Frame 0573, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.  
 The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

11/16/2004  
 Date

N. T. Daroga  
 Signature  
 Norrie Daroga  
 Typed or printed name  
 Senior Vice President and Chief Risk  
 Officer, Metavante Corporation  
 Title

1143733

BROKAT FINANCIAL SYSTEMS, INC.**EMPLOYEE CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT**

This Confidentiality/Non-Disclosure Agreement ("Agreement") is made and entered into as of this 1<sup>ST</sup> day of September, 1999, by and between BROKAT Financial Systems, Inc., ("Brokat"), a corporation organized and existing under the laws of Georgia and having its principal place of business at 6625 The Corners Parkway, Suite 500, Norcross, Georgia 30092, and KARL R. OLSEN ("Employee"). The parties hereby acknowledge the following facts:

- A. Brokat is the developer and licensor of secure integrated transactions solutions for the Internet and other delivery channels utilizing an open modular electronic delivery services platform, Brokat Twister, through which it provides various industries with secure, customized, transaction-based electronic services that are integrated into back-end systems.
- B. Employee is an individual, who is employed by Brokat as Sales Director in connection with the licensing of certain software, technology and know-how from Brokat, which are confidential to Brokat's business (Brokat Software, Technology and Know-How).
- C. Brokat and Employee desire to enter into an agreement whereby Employee will be obligated to keep the Confidential Information confidential during the term of employment with Brokat and, during any utilization of the Licensed Software, Technology and Know-How and for a reasonable period thereafter.

In recognition of the foregoing and in consideration of the release of the Confidential Information to Employee and the following mutual covenants, Brokat and Employee hereby agree as follows:

1. **Protection of Confidential Information.** Employee hereby acknowledges, understands and agrees that all Confidential Information, as defined in Section 2, is the exclusive and confidential property of Brokat and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure by Brokat to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.
2. **Definition of Confidential Information.** "Confidential Information" shall mean information which is used in Brokat's business and is (i) proprietary to, about or created by Brokat; (ii) gives Brokat some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Brokat; (iii) designated as Confidential Information by Brokat, or from all the relevant circumstances should reasonably be assumed by Employee to be confidential and proprietary to Brokat; or (iv) not generally known by non-Brokat personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):
  - a. **Work Product.** Work product resulting from or related to work or projects performed by Brokat or to be performed for Brokat or for clients of Brokat, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analyses, techniques and audits used in connection therewith;
  - b. **Computer Software.** Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
  - c. **Other Proprietary Data.** Information relating to Brokat's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production

information independently developed by another person or entity, and Employee understands that such similarity does not excuse Employee from abiding by its covenant or other obligations under this Agreement.

- d. *No Use, Copying or Transfer.* Employee will not use, copy or transfer Confidential Information without first obtaining Brokat's consent, and will take all reasonable precautions to prevent inadvertent use, copying or transfer of such Confidential Information. This prohibition against Employee's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services (including software in any form) which embody or are derived from Confidential Information, or exercising judgment in performing analysis based upon knowledge of Confidential Information.
  - e. *No Use of Name or Trademark.* Employee agrees not to make any written use of or reference to Brokat's name or trademarks (or any name under which Brokat does business) for any marketing, public relations, advertising, display or other business purpose or make any use of Brokat's facilities for any activity unrelated to the express business purposes and interests of Brokat under this Agreement, without the prior written consent of Brokat which consent may be withheld or granted in Brokat's sole and absolute discretion.
5. Injunctive Relief. The parties agree that each covenant and agreement contained in this Agreement is reasonably necessary to protect and preserve the interests of Brokat and that in addition to any other remedies provided by law or equity, Brokat will be entitled to a temporary restraining order and a permanent injunction to prevent a breach of any such covenant or agreement. If Brokat seeks an injunction in order to enforce its rights under this Agreement, Employee specifically waives any requirement that Brokat post a bond or any other security. The parties agree that if Employee should breach any covenant or agreement of Section 4 or 6 of this Agreement, Brokat would have no adequate remedy at law and Brokat would suffer substantial and irreparable injury and damage.
6. Inventions/Developments. Employee agrees that any and all developments or inventions conceived by the Employee either solely or jointly with others during the period of his/her employment (i) relating in any way to the activity or business of Brokat, or (ii) conceived or made in the course of the Employee's employment or at the expense of Brokat irrespective of whether the same relates to the activities or business of Brokat, shall be the absolute and exclusive property of Brokat without payments being made to the Employee in respect thereof.

Employee further agrees that any and all developments or inventions conceived or made by the Employee either solely or jointly with others within one (1) year after the termination of employment (however accomplished) shall be the absolute and exclusive property of Brokat without any payments being made to the Employee in respect thereof, to the extent such invention relates to the business of Brokat with which the Employee had been in contact during his/her employment.

7. Miscellaneous.
- a. This Agreement may not be assigned by either party without express written consent of the other and it shall be binding upon the successors or assigns of either of the parties.
  - b. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to the conflicts of laws provisions or principles thereof.
  - c. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof. No change, modification, alteration or addition to any provision hereof shall be binding on either party unless such change is in writing and signed by an authorized representative of both parties. Any suit brought hereunder shall be brought in the state or federal courts with jurisdiction and venue over Brokat.

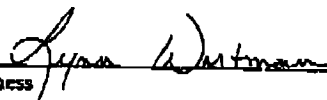
- d. This Agreement is effective as of the day and date set forth above, and will remain in force and in effect with respect to the Confidential Information so long as it remains confidential and valuable to Brokat.
- e. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.
- f. No waiver by Brokat of any breach by Employee of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

Employee:

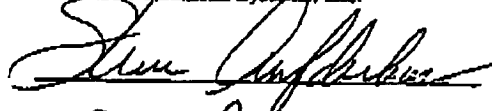


KARL R. OLSEN

Print Name


  
Witness

BROKAT Financial Systems, Inc.



STEVE AUFDERHAR

Print Name

  
Witness